

WILLIAM T. MANNING CO., INC.

FEBRUARY 27, 1958.—Committed to the Committee of the Whole House and ordered to be printed

Mr. LANE, from the Committee on the Judiciary, submitted the following

REPORT

[To accompany H. R. 9397]

The Committee on the Judiciary, to whom was referred the bill (H. R. 9397), for the relief of William T. Manning Co., Inc., having considered the same, report favorably thereon with an amendment and recommend that the bill, as amended, do pass.

The amendment is as follows:

Page 2, lines 1 and 2, strike out "in excess of 10 per centum thereof".

H. R. 9397 would authorize and direct the Secretary of the Treasury to pay the sum of \$8,352 to the William T. Manning Co., Inc., of Fall River, Mass., in full settlement of all claims against the United States for the repair of a Browning locomotive crane.

In August of 1953 the Department of the Navy directed the Hingham Management Corp., operators of the Naval Industrial Reserve Shipyard, Hingham, Mass., to effect repairs to Browning locomotive crane 01-50, with credit being allowed on their maintenance obligation. The Hingham Management Corp. thereafter entered into an agreement with the William T. Manning Co., Inc., for the repair of the crane. Prior to reaching an agreement with the Hingham Management Corp., Mr. Manning verified with the district public works officer, 1st Naval District, that the repair of the crane had been directed by the Navy Department.

Prior to completing repairs, Mr. Manning became aware that the Navy was about to terminate its contract with the Hingham Management Corp. and requested advice from the district public works officer as to what action he should take with regard to the crane. In order not to compromise a pending FBI investigation of Hingham Management Corp., and coupled with urgent need for this crane, Mr. Manning was directed to proceed with repairs with the expectation that reimbursement to Mr. Manning would be made by (1) funds available

from Hingham Management Corp., (2) funds available from a successor to Hingham Management Corp., (3) Navy funds, in that order.

On February 24, 1954, the William T. Manning Co., advised the district public works officer, 1st Naval District, that the crane was ready for delivery and requested shipping instructions. The district public works officer, on March 2, 1954, advised the William T. Manning Co., to return the crane to the Naval Industrial Reserve Shipyard to the custody of the General Public Warehouse Company of Massachusetts, the new lessee of the shipyard. The crane was so delivered on March 8, 1954.

After delivery of the crane it was found that the Hingham Management Corp. had no funds available to pay for the repairs. It was also determined that it would not be legal to issue an antedated work order by either the General Public Warehouse Company of Massachusetts or the Department of the Navy, covering repairs of the crane.

The Department of the Navy in its report dated November 13, 1957 states:

As a legal proposition, it is doubtful whether the United States Government would be liable for the repairs to crane No. 01-50 due to the fact that it was not a party to the initial contract between the William T. Manning Co. and the Hingham Management Corp. However, in view of the facts enumerated above, it is considered that the Government has a moral obligation to see that the William T. Manning Co. is reimbursed as H. R. 9397 would provide. Accordingly, the Department of the Navy recommends enactment of H. R. 9397.

Therefore, your committee concur in that recommendation and recommend favorable consideration of the bill.

DEPARTMENT OF THE NAVY,
OFFICE OF THE SECRETARY,
Washington, D. C., November 13, 1957.

HON. EMANUEL CELLER,
Chairman, Committee on the Judiciary,
House of Representatives, Washington, D. C.

MY DEAR MR. CHAIRMAN: Reference is made to your letter of August 23, 1957, to the Secretary of the Navy requesting comments of this Department on H. R. 9397, a bill for the relief of the William T. Manning Co., Inc., of Fall River, Mass.

H. R. 9397 would authorize and direct the Secretary of the Treasury to pay the sum of \$8,352 to the William T. Manning Co., Inc., of Fall River, Mass., in full settlement of all claims against the United States for the repair of a Browning locomotive crane.

The records of this Department disclose that in August of 1953 the Department of the Navy directed the Hingham Management Corp., operators of the Naval Industrial Reserve Shipyard, Hingham, Mass., to effect repairs to Browning locomotive crane 01-50, with credit being allowed on their maintenance obligation. The Hingham Management Corp. thereafter entered into an agreement with the William T. Manning Co., Inc., for the repair of the crane. Prior to reaching an

agreement with the Hingham Management Corp., Mr. Manning verified with the district public works officer, 1st Naval District, that the repair of the crane had been directed by the Navy Department.

Prior to completing repairs, Mr. Manning became aware that the Navy was about to terminate its contract with the Hingham Management Corp. and requested advice from the district public works officer as to what action he should take with regard to the crane. In order not to compromise a pending FBI investigation of Hingham Management Corp., and coupled with urgent need for this crane, Mr. Manning was directed to proceed with repairs with the expectation that reimbursement to Mr. Manning would be made by (1) funds available from Hingham Management Corp., (2) funds available from a successor to Hingham Management Corp., (3) Navy funds, in that order.

On February 24, 1954, the William T. Manning Co. advised the district public-works officer, 1st Naval District, that the crane was ready for delivery and requested shipping instructions. The district public-works officer, on March 2, 1954, advised the William T. Manning Co. to return the crane to the Naval Industrial Reserve Shipyard to the custody of the General Public Warehouse Company of Massachusetts, the new lessee of the shipyard. The crane was so delivered on March 8, 1954.

After delivery of the crane it was found that the Hingham Management Corp. had no funds available to pay for the repairs. It was also determined that it would not be legal to issue an antedated work order, by either the General Public Warehouse Company of Massachusetts or the Department of the Navy, covering repairs of the crane.

As a legal proposition, it is doubtful whether the United States Government would be liable for the repairs to crane No. 01-50 due to the fact that it was not a party to the initial contract between the William T. Manning Co. and the Hingham Management Corp. However, in view of the facts enumerated above, it is considered that the Government has a moral obligation to see that the William T. Manning Co. is reimbursed as H. R. 9397 would provide. Accordingly, the Department of the Navy recommends enactment of H. R. 9397.

The Bureau of the Budget has advised that there is no objection to the submission of this report on H. R. 9397 to the Congress.

Sincerely yours,

R. Y. McELROY,
Captain, United States Navy,
Deputy Director, Legislative Liaison
(For the Secretary of the Navy).

WILLIAM T. MANNING Co., INC.,
Fall River, Mass.

Re Browning locomotive crane No. 01-50.

HINGHAM MANAGEMENT CORP.,
Boston, Mass.

Terms: 1 percent; 10 days.

Date	Number of sales and description	Charges
Mar. 3, 1954	Necessary labor and materials to accomplish repairs on U. S. Navy Browning locomotive crane No. 01-50, as follows:	
	1. Transportation to, and from Hingham Shipyard and preparing crane for transportation	\$604
	2. 1 generator unit lighting plant missing from crane, part No. 155-0623	304
	3. Removing, repairing, cleaning, and rodding of radiators	56
	4. Completely rebuilding of Caterpillar main engine and starting engine, including piston assemblies, valves and valve guides, rings, pins, main bearings and rod bearings and the grinding of crankshaft if necessary, disassembling and assembling motor, including new injectors	1,360
	Total	2,324
	Rebuilding of crane and car, as follows:	
	5. (a) Replacing and repair of all brake mechanism, air lines, air valves, and all component parts.	
	(b) Miscellaneous welding, heating and cutting.	
	(c) Straighten and align F. and B. couplers, operating levers, 5 safety appliance handholds, 3 outriggers, brackets, and rebuild 1 brake beam.	
	(d) Remove, repair, and replace wooden deck, broken glass and operators seat.	
	(e) Remove, repair, and replace all gear casings, 1 switchbox and roof sheet over engine.	
	(f) Untruck and overhaul both trucks, examine and renew if necessary all brasses and wedges, repack center castings and rebolt where necessary, adjust brake rigging and reapply trucks.	
	(g) Remove, repair, test, and apply all air brake equipment, air reservoirs, and piping.	
	(h) Remove machinery bearing caps, inspect and overhaul if necessary all bearings, shafting, gears, clutches, drums, and cables—lubricate and adjust clutches and all bearings, clean drums and reapply.	
	(i) Remove engine for shipment—replace engine and test after engine is overhauled.	
	(j) Sandblasting, painting (whatever coats necessary) and lettering.	
	Total, item 5	5,760
	6. Install new batteries	268
	Total	8,352

Order No. 5240.

Delivered to Hingham Shipyard.

